

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Mielke et al. Confirmation No. 3626
Serial No.: 10/579,817
U.S. National Phase of: PCT/US04/38438
Examiner: To be assigned
For: **REACTIVE HYDROXYLATED AND CARBOXYLATED
POLYMERS FOR USE AS ADHESION PROMOTERS**

Mail Stop Missing Parts
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**PETITION TO PROCEED WITHOUT
INVENTOR PARTICIPATION UNDER 37 CFR § 1.47(a)**

Applicants herewith submit this Petition under 37 CFR § 1.47(a) for a ruling that the above-referenced application may be properly made without the signature of non-signing joint inventor Mark John Lindsey. A Petition under 37 CFR § 1.47(a) requires: (1) proof of the pertinent facts, (2) the fee set forth in 37 CFR § 1.17(g), and (3) the last known address of the non-signing inventor.

This Petition is being submitted concurrently with a Declaration and Power of Attorney (with the signature block for the non-signing inventor left blank) executed by the other co-inventors. The accompanying Declaration and Power of Attorney sets forth the last known address of the non-signing inventor, Mark John Lindsey, namely: 17 Academy Road, Morris Plains, NJ 07950.

Mr. Lindsey has refused to sign the Declaration and Power of Attorney by failing to return the executed documents despite repeated attempts to obtain his signature.

The specific facts and documentary proof thereof setting forth Mr. Lindsey's refusal to execute the Declaration and Power of Attorney and Assignment are set forth in the accompanying

Statement of Alexander Migirov, a paralegal with Kramer Levin Naftalis & Frankel LLP.

Enclosed with Mr. Migirov's Statement are Exhibits documenting the diligent efforts which were made to obtain the signature of the non-signing inventor.

Applicants submit that the accompanying Statement of Mr. Migirov and the attached Exhibits establish that the non-signing inventor, Mark John Lindsey, refuses to participate in the prosecution of the above-referenced application, and that Applicants should be permitted to prosecute the application to protect the interest of the other joint inventor.

Applicants maintain that all of the requirements to proceed with this application under 37 CFR § 1.47(a) have been met, namely the submission of the oath and declaration signed by the cooperative inventor and the submission of the instant Petition including proof of the pertinent facts, the fee set forth in 37 CFR § 1.17(g), and the last known address of the non-signing inventor. Therefore, favorable consideration of this Petition is earnestly solicited.

The Director is hereby authorized to charge Deposit Account No. 50-0540 in the amount of \$200.00 for payment of the required fee for this petition under 37 CFR § 1.17(g). In addition, the Director is authorized to charge any such fee(s) or credit any overpayment(s) as may be deemed necessary for the entry of this Petition to Deposit Account No. 50-0540. A duplicate copy of this Petition is provided herewith.

Respectfully submitted,

KRAMER LEVIN NAFTALIS & FRANKEL LLP
Attorneys for Applicants

Date: October 23, 2007

/Charles Achkar/
Charles Achkar, Reg. No. 43,311
Kramer Levin Naftalis & Frankel LLP
1177 Avenue of the Americas
New York, New York 10036
Tel. (212) 715-9100
Fax (212) 715-8000

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Mielke et al. Confirmation No. 3626
Serial No.: 10/579,817
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Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**STATEMENT OF ALEXANDER MIGIROV IN SUPPORT OF PETITION TO PROCEED
WITHOUT INVENTOR PARTICIPATION UNDER 37 CFR § 1.47(a)**

1. My name is Alexander Migirov and I am a paralegal with Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, telephone no. (212) 715-7519, the attorneys of record for the above identified application.
2. On June 21, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 1.
3. On September 10, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 2.

4. Also attached as Exhibit 3 is a copy of the letter and enclosures from Ms. Christa De Mark, who is a paralegal with Sun Chemical Corporation, which is the Assignee of the above-identified application. The letter with the attached Assignment document and the Declaration/Power of Attorney is directed to Mr. Lindsey's last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950.

5. To date, Mr. Lindsey has failed to return the executed documents despite repeated attempts to obtain his signature. Mr. Lindsey's residence address was provided to us by his former employer, Sun Chemical Corporation, assignee hereof.

6. The above-identified US application is a US national phase application of PCT/US04/38438. A front page of the PCT publication of this application is attached as Exhibit 4. As evidenced from the front page of the PCT publication of PCT/US04/38438, the Sun Chemical Corporation is listed as the applicant on the PCT application. The front page of the PCT publication of PCT/US04/38438 also lists 17 Academy Road, Morris Plains, NJ 07950 as the residence address for Mr. Lindsey.

7. Mr. Lindsey had a contractual duty with Sun Chemical Corporation, his employer, to assist Sun Chemical Corporation to obtain patents and execute any documents that Sun Chemical Corporation may reasonably request for use in obtaining such patents, pursuant to Section 3 of his Technical Information Agreement. A true and correct copy of said Technical Information Agreement is attached as Exhibit 5.

8. Based on the foregoing facts and circumstances, Mr. Lindsey, having received three (3) complete copies of the application and a formal request to execute the Declaration and Power of Attorney, on each of three separate occasions, has nonetheless refused to sign said Declaration and Power of Attorney for the above identified application.

Dated: October 23, 2007

/Alexander Migirov/
Alexander Migirov
Reg. No. 53,326

EXHIBIT 1

KRAMER LEVIN NAFTALIS & FRANKEL LLP

ALEXANDER MIGIROV
PARALEGAL
PHONE 212-715-7519
FAX 212-715-8000
AMIGIROV@KRAMERLEVIN.COM

June 21, 2007

Mark Lindsey
17 Academy Road
Morris Plains, NJ 07950

Re: US Application Serial No.: 10/579,817
REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS
ADHESION PROMOTERS
Our Ref.: 058653/01042

Dear Mr. Lindsey:

Enclosed is a copy of the above-identified application as filed on May 16, 2006. Also enclosed is the Declaration/Power of Attorney and Assignment forms for this application.

Please review the application. After reviewing the application, please sign and date the Declaration/Power of Attorney and Assignment forms where indicated and have them returned to us as soon as possible. The final deadline to file the signed Declaration with the US PTO is October 23, 2007.

Best regards,



Alexander Migirov
Paralegal

Enclosures

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

This declaration is of the following type: *(check one)* ☐ original; ☐ design ☐ supplemental; ☒ national stage of PCT

I believe I am the original, first and sole inventor *(if only one name is listed below)* or an original, first and joint inventor *(if multiple names are listed below)* of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS
ADHESION PROMOTERS**

the specification of which: *(check one)* ☐ is attached hereto; ☐ was filed on _____ as Application Serial No. _____ and is/was amended on _____ *(if applicable)*; ☒ was described and claimed in PCT International Application No. PCT/US2004/038438 filed on November 16, 2004 as amended under PCT Article 19 on _____ *(if any)*.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby identify and claim priority to, and the benefit of, the filing dates to the following applications below under the following provisions:

(i) Title 35, United States Code §§ 119(a)-(d) or §§ 365(a)-(b) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America, filed within 12 months (6 months for design) prior to this application;

(ii) Title 35, United States Code, § 119(e) of any United States provisional application(s); and/or

(iii) Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT International Application designating the United States of America and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112:

<u>PCT/US2004/038438</u>	<u>November 16, 2004</u>	<u>pending</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<u>60/520,966</u>	<u>November 17, 2003</u>	<u>expired</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<hr/>		
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint all of the firm of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, including all of the attorneys of **CUSTOMER NO. 31013** as my attorneys with full powers of substitution and revocation, to complete this document by adding the serial number of our application, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and specify that all communications about the application are to be directed to the correspondence address of **CUSTOMER NO. 31013**.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

INVENTOR(S):

Full name of first inventor:	Mark Andreas Mielke
Residence:	283 Main Street, Ridgefield Park, NJ 07660
Citizenship:	DE
Post Office address:	same

Inventor's signature: _____ Date: _____

Full name of second inventor:	Mathew Charles Mathew
Residence:	24 Bryand Avenue, Bloomfield, NJ 07003
Citizenship:	GB
Post Office address:	same

Inventor's signature: _____ Date: _____

Full name of third inventor: **William P. Keaveney**
Residence: 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ
07444
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of fourth inventor: **Richard John Czarnecki**
Residence: 55 Atherton Court, Wayne, NJ 07470
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of fifth inventor: **William Ford Wilson**
Residence: 51 Post Avenue, Hawthorne, NJ 07506
Citizenship: GB
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of sixth inventor: **Mark John Lindsey**
Residence: 17 Academy Road, Morris Plains, NJ 07950
Citizenship: GB
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of seventh inventor: **Ralph Francis Arcurio**
Residence: 10 Linvale Lane, Bridgewater, NJ 08807
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

ASSIGNMENT

WHEREAS we, **Mark Andreas Mielke**, a citizen of Germany, residing at 283 Main Street, Ridgefield Park, NJ 07660; **Mathew Charles Mathew**, a citizen of Great Britain, residing at 24 Bryand Avenue, Bloomfield, NJ 07003; **William P. Keaveney**, a citizen of the United States of America, residing at 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444; **Richard John Czarnecki**, a citizen of the United States of America, residing at 55 Atherton Court, Wayne, NJ 07470 ; and **William Ford Wilson**, a citizen of Great Britain, residing at 51 Post Avenue, Hawthorne, NJ 07506; **Mark John Lindsey**, a citizen of the United States of America, residing at 17 Academy Road, Morris Plains, NJ 07950 and **Ralph Francis Arcurio**, a citizen of the United States of America, residing at 10 Linvale Lane, Bridgewater, NJ 08807 (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in **REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS** for which a PCT International application no. **PCT/US2004/038438** was filed on **November 16, 2004** and whereas **SUN CHEMICAL CORPORATION**, a corporation having an office and principal place of business at 35 Waterview Boulevard, Parsippany, New Jersey 07054-1285 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seal to this Assignment.

Mark Andreas Mielke

Date _____

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Mark Andreas Mielke** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Mark John Lindsey

Date

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Mark John Lindsey** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

058653/01042

Ralph Francis Arcurio

Date

STATE OF

)

) SS.:

COUNTY OF

)

On this _____ day of _____, 2007, before me appeared **Ralph Francis Arcurio** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

EXHIBIT 2

KRAMER LEVIN NAFTALIS & FRANKEL LLP

ALEXANDER MIGIROV
PARALEGAL
PHONE 212-715-7519
FAX 212-715-8000
AMIGIROV@KRAMERLEVIN.COM

September 10, 2007

Mark Lindsey
17 Academy Road
Morris Plains, NJ 07950


Re: US Application Serial No.: 10/579,817
REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS
ADHESION PROMOTERS
Our Ref.: 058653/01042

Dear Mr. Lindsey:

Enclosed is a copy of the above-identified application as filed on May 16, 2006. Also enclosed is the Declaration/Power of Attorney and Assignment forms for this application.

Please review the application. After reviewing the application, please sign and date the Declaration/Power of Attorney and Assignment forms where indicated and have them returned to us as soon as possible. The final deadline to file the signed Declaration with the US PTO is October 23, 2007.

Best regards,


Alexander Migirov
Paralegal

Enclosures

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

This declaration is of the following type: *(check one)* ☐ original; ☐ design ☐ supplemental; ☒ national stage of PCT

I believe I am the original, first and sole inventor *(if only one name is listed below)* or an original, first and joint inventor *(if multiple names are listed below)* of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS
ADHESION PROMOTERS**

the specification of which: *(check one)* ☐ is attached hereto; ☐ was filed on _____ as Application Serial No. _____ and is/was amended on _____ *(if applicable)*; ☒ was described and claimed in PCT International Application No. **PCT/US2004/038438** filed on **November 16, 2004** as amended under PCT Article 19 on _____ *(if any)*.

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby identify and claim priority to, and the benefit of, the filing dates to the following applications below under the following provisions:

(i) Title 35, United States Code §§ 119(a)-(d) or §§ 365(a)-(b) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America, filed within 12 months (6 months for design) prior to this application;

(ii) Title 35, United States Code, § 119(e) of any United States provisional application(s); and/or

(iii) Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT International Application designating the United States of America and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112:

<u>PCT/US2004/038438</u>	<u>November 16, 2004</u>	<u>pending</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<u>60/520,966</u>	<u>November 17, 2003</u>	<u>expired</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
<hr/>		
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint all of the firm of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, including all of the attorneys of **CUSTOMER NO. 31013** as my attorneys with full powers of substitution and revocation, to complete this document by adding the serial number of our application, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and specify that all communications about the application are to be directed to the correspondence address of **CUSTOMER NO. 31013**.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

INVENTOR(S):

Full name of first inventor: **Mark Andreas Mielke**
 Residence: 283 Main Street, Ridgefield Park, NJ 07660
 Citizenship: DE
 Post Office address: same

Inventor's signature: _____ Date: _____

Full name of second inventor: **Mathew Charles Mathew**
 Residence: 24 Bryand Avenue, Bloomfield, NJ 07003
 Citizenship: GB
 Post Office address: same

Inventor's signature: _____ Date: _____

Full name of third inventor: **William P. Keaveney**
Residence: 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ
07444
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of fourth inventor: **Richard John Czarnecki**
Residence: 55 Atherton Court, Wayne, NJ 07470
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of fifth inventor: **William Ford Wilson**
Residence: 51 Post Avenue, Hawthorne, NJ 07506
Citizenship: GB
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of sixth inventor: **Mark John Lindsey**
Residence: 17 Academy Road, Morris Plains, NJ 07950
Citizenship: GB
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of seventh inventor: **Ralph Francis Arcurio**
Residence: 10 Linvale Lane, Bridgewater, NJ 08807
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

ASSIGNMENT

WHEREAS we, **Mark Andreas Mielke**, a citizen of Germany, residing at 283 Main Street, Ridgefield Park, NJ 07660; **Mathew Charles Mathew**, a citizen of Great Britain, residing at 24 Bryand Avenue, Bloomfield, NJ 07003; **William P. Keaveney**, a citizen of the United States of America, residing at 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444; **Richard John Czarnecki**, a citizen of the United States of America, residing at 55 Atherton Court, Wayne, NJ 07470 ; and **William Ford Wilson**, a citizen of Great Britain, residing at 51 Post Avenue, Hawthorne, NJ 07506; **Mark John Lindsey**, a citizen of the United States of America, residing at 17 Academy Road, Morris Plains, NJ 07950 and **Ralph Francis Arcurio**, a citizen of the United States of America, residing at 10 Linvale Lane, Bridgewater, NJ 08807 (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in **REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS** for which a PCT International application no. **PCT/US2004/038438** was filed on **November 16, 2004** and whereas **SUN CHEMICAL CORPORATION**, a corporation having an office and principal place of business at 35 Waterview Boulevard, Parsippany, New Jersey 07054-1285 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seal to this Assignment.

Mark Andreas Mielke

Date

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Mark Andreas Mielke** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Mathew Charles Mathew

Date

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Mathew Charles Mathew** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

William P. Keaveney**Date**

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **William P. Keaveney** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Richard John Czarnecki

Date _____

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Richard John Czarnecki** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

William Ford Wilson

Date

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **William Ford Wilson** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

058653/01042

Mark John Lindsey

Date

STATE OF

)

) ss.:

COUNTY OF

)

On this _____ day of _____, 2007, before me appeared **Mark John Lindsey** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Ralph Francis Arcurio

Date _____

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Ralph Francis Arcurio** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

EXHIBIT 3

SunChemical®

Sun Chemical Corporation
35 Waterview Boulevard
Parsippany NJ 07054-1285 USA
Tel +1 973 404 6000
Fax +1 973 404 6001
www.sunchemical.com

August 13, 2007

Mark Lindsey
17 Academy Road
Morris Plains, NJ 07950

Dear Mr. Lindsey,

Attached are the following documents associated with C-522 US, on which you are listed as an inventor:

1. Assignment; and
2. Power of Attorney

As there is a filing deadline associated with this matter , please sign and mail hard copies of both directly to our outside counsel's office, Kramer Levin, NYC to the attention of Alex Migirov, in the DHL envelope provided.

Please note that these documents do NOT require notarization.

Could you also please email or call me to let me know that you have received this package?

Thank you for your prompt attention to this matter.

Best Regards,



Christa De Mark
Paralegal
Sun Chemical - Legal Department
Tel.: 973 404-6328
Email: christa.demark@sunchemical.com

DECLARATION AND POWER OF ATTORNEY

As a below named inventor, I hereby declare that:

My residence, post office address and citizenship are as stated below next to my name.

This declaration is of the following type: (check one) ☐ original; ☐ design ☐ supplemental; ☒ national stage of PCT

I believe I am the original, first and sole inventor (if only one name is listed below) or an original, first and joint inventor (if multiple names are listed below) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

**REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS
ADHESION PROMOTERS**

the specification of which: (check one) ☐ is attached hereto; ☐ was filed on _____ as Application Serial No. _____ and is/was amended on _____ (if applicable); ☒ was described and claimed in PCT International Application No. **PCT/US2004/038438** filed on **November 16, 2004** as amended under PCT Article 19 on _____ (if any).

I hereby state that I have reviewed and understand the contents of the above-identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the patentability of this application as defined in Title 37, Code of Federal Regulations, § 1.56.

I hereby identify and claim priority to, and the benefit of, the filing dates to the following applications below under the following provisions:

(i) Title 35, United States Code §§ 119(a)-(d) or §§ 365(a)-(b) of any foreign application(s) for patent or inventor's certificate or of any PCT international application(s) designating at least one country other than the United States of America, filed within 12 months (6 months for design) prior to this application;

(ii) Title 35, United States Code, § 119(e) of any United States provisional application(s); and/or

(iii) Title 35, United States Code, § 120 of any United States application(s), or § 365(c) of any PCT International Application designating the United States of America and, insofar as the subject matter of each of the claims of this application is not disclosed in the prior United States or PCT international application in the manner provided by the first paragraph of Title 35, United States Code, § 112:

<u>PCT/US2004/038438</u>	<u>November 16, 2004</u>	<u>pending</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

<u>60/520,966</u>	<u>November 17, 2003</u>	<u>expired</u>
(Application Serial No.)	(Filing date)	(patent, pending, abandoned)

(Application Serial No.)	(Filing date)	(patent, pending, abandoned)
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I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

And I hereby appoint all of the firm of Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036, including all of the attorneys of **CUSTOMER NO. 31013** as my attorneys with full powers of substitution and revocation, to complete this document by adding the serial number of our application, to prosecute this application, to make alterations and amendments therein, to file continuation and divisional applications thereof, to receive the Patent, and to transact all business in the Patent and Trademark Office and in the Courts in connection therewith, and specify that all communications about the application are to be directed to the correspondence address of **CUSTOMER NO. 31013**.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

INVENTOR(S):

Full name of first inventor:	Mark Andreas Mielke
Residence:	283 Main Street, Ridgefield Park, NJ 07660
Citizenship:	DE
Post Office address:	same

Inventor's signature: _____ Date: _____

Full name of second inventor:	Mathew Charles Mathew
Residence:	24 Bryand Avenue, Bloomfield, NJ 07003
Citizenship:	GB
Post Office address:	same

Inventor's signature: _____ Date: _____

Full name of third inventor: **William P. Keaveney**
Residence: 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ
07444
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of fourth inventor: **Richard John Czarnecki**
Residence: 55 Atherton Court, Wayne, NJ 07470
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of fifth inventor: **William Ford Wilson**
Residence: 51 Post Avenue, Hawthorne, NJ 07506
Citizenship: GB
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of sixth inventor: **Mark John Lindsey**
Residence: 17 Academy Road, Morris Plains, NJ 07950
Citizenship: GB
Post Office address: same

Inventor's signature: _____ Date: _____

Full name of seventh inventor: **Ralph Francis Arcurio**
Residence: 10 Linvale Lane, Bridgewater, NJ 08807
Citizenship: US
Post Office address: same

Inventor's signature: _____ Date: _____

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Mielke et al. Confirmation No. 3626
Serial No.: 10/579,817
U.S. National Phase of: PCT/US04/38438
Examiner: To be assigned
For: **REACTIVE HYDROXYLATED AND CARBOXYLATED
POLYMERS FOR USE AS ADHESION PROMOTERS**

Mail Stop Missing Parts
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**STATEMENT OF ALEXANDER MIGIROV IN SUPPORT OF PETITION TO PROCEED
WITHOUT INVENTOR PARTICIPATION UNDER 37 CFR § 1.47(a)**

1. My name is Alexander Migirov and I am a paralegal with Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, telephone no. (212) 715-7519, the attorneys of record for the above identified application.
2. On June 21, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 1.
3. On September 10, 2007 I caused a complete copy of the application (specification, claims, drawings, Declaration and Power of Attorney and Assignment) to be sent to the non-signing inventor, Mark John Lindsey, via first class mail to his last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950. A copy of the letter and enclosures is attached as Exhibit 2.

4. Also attached as Exhibit 3 is a copy of the letter and enclosures from Ms. Christa De Mark, who is a paralegal with Sun Chemical Corporation, which is the Assignee of the above-identified application. The letter with the attached Assignment document and the Declaration/Power of Attorney is directed to Mr. Lindsey's last known residence address, i.e., Mark John Lindsey, 17 Academy Road, Morris Plains, NJ 07950.

5. To date, Mr. Lindsey has failed to return the executed documents despite repeated attempts to obtain his signature. Mr. Lindsey's residence address was provided to us by his former employer, Sun Chemical Corporation, assignee hereof.

6. The above-identified US application is a US national phase application of PCT/US04/38438. A front page of the PCT publication of this application is attached as Exhibit 4. As evidenced from the front page of the PCT publication of PCT/US04/38438, the Sun Chemical Corporation is listed as the applicant on the PCT application. The front page of the PCT publication of PCT/US04/38438 also lists 17 Academy Road, Morris Plains, NJ 07950 as the residence address for Mr. Lindsey.

5. Based on the foregoing facts and circumstances, Mr. Lindsey, having received three (3) complete copies of the application and a formal request to execute the Declaration and Power of Attorney, on each of three separate occasions, has nonetheless refused to sign said Declaration and Power of Attorney for the above identified application.

Dated: October 23, 2007

/Alexander Migirov/
Alexander Migirov
Reg. No. 53,326

ASSIGNMENT

WHEREAS we, **Mark Andreas Mielke**, a citizen of Germany, residing at 283 Main Street, Ridgefield Park, NJ 07660; **Mathew Charles Mathew**, a citizen of Great Britain, residing at 24 Bryand Avenue, Bloomfield, NJ 07003; **William P. Keaveney**, a citizen of the United States of America, residing at 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444; **Richard John Czarnecki**, a citizen of the United States of America, residing at 55 Atherton Court, Wayne, NJ 07470 ; and **William Ford Wilson**, a citizen of Great Britain, residing at 51 Post Avenue, Hawthorne, NJ 07506; **Mark John Lindsey**, a citizen of the United States of America, residing at 17 Academy Road, Morris Plains, NJ 07950 and **Ralph Francis Arcurio**, a citizen of the United States of America, residing at 10 Linvale Lane, Bridgewater, NJ 08807 (hereinafter referred to as the "ASSIGNORS"), have invented certain new and useful improvements in **REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS** for which a PCT International application no. **PCT/US2004/038438** was filed on **November 16, 2004** and whereas **SUN CHEMICAL CORPORATION**, a corporation having an office and principal place of business at 35 Waterview Boulevard, Parsippany, New Jersey 07054-1285 (hereinafter referred to as the "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in, to and under the improvements and the application;

NOW, THEREFORE, for good and valuable consideration paid by ASSIGNEE to ASSIGNORS, the receipt of which is hereby acknowledged, ASSIGNORS have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set over, unto ASSIGNEE, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the improvements, and the application and all divisions, renewals, substitutes and continuations thereof, and all Letters Patent of the United States that may be granted thereon and all reissues and extensions thereof, and all applications for Letters Patent and any legal equivalent thereof, including the right to claim priority, that have been or may hereafter be filed for the improvements in any country or countries foreign to the United States, and all Letters Patent and any legal equivalent thereof that may be granted for the improvements in any country or countries foreign to the United States and all extensions, renewals and reissues thereof, the same to be held and enjoyed by ASSIGNEE for its own use and benefit and for the use and benefit of its successors, assigns or other legal representatives fully and entirely as if the same would have been held and enjoyed by ASSIGNORS if this Assignment had not been made, to the end of the term or terms for which any Letters Patent and any legal equivalent thereof may be granted;

AND ASSIGNORS HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this Assignment, and to issue all Letters Patent for the improvements to ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument;

AND ASSIGNORS HEREBY covenant that ASSIGNORS have the full right to convey the entire interest herein assigned, and that ASSIGNORS have not executed, and will not execute, any agreement, assignment, sale or encumbrance in conflict herewith.

AND ASSIGNORS HEREBY further covenant and agree that ASSIGNORS will communicate to ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNORS respecting the improvements, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the improvements in all countries.

IN TESTIMONY WHEREOF, ASSIGNORS have set their hands and seal to this Assignment.

Mark Andreas Mielke

Date _____

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Mark Andreas Mielke** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Mathew Charles Mathew

Date

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Mathew Charles Mathew** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

058653/01042

Mark John Lindsey

Date

STATE OF)
) ss.:
COUNTY OF)

On this _____ day of _____, 2007, before me appeared **Mark John Lindsey** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

058653/01042

Ralph Francis Arcurio

Date

STATE OF

)

) SS.:

COUNTY OF

)

On this _____ day of _____, 2007, before me appeared **Ralph Francis Arcurio** to me personally known, who being by me duly sworn did say that he/she is the ASSIGNOR named in the foregoing instrument of Assignment and he signed this instrument of Assignment in my presence.

Notary Public

Sender Account Number 758820565		Preprint Format No. 134017722		3 Payment Sender will be billed unless marked otherwise Bill to: Receiver 3rd Party <input type="checkbox"/> <input type="checkbox"/> Paid in Advance <input type="checkbox"/> Check No. Amount Billing Reference (will appear on invoice) 0-522(US)		Origin MMU		Waybill Number 45377533644			
FROM (Company) SUN CHEMICAL CORPORATION Street Address 35 WATERVIEW BLVD City PARSIPPANY State NJ ZIP CODE (Required) 07054 Sent by (Name/Dept) Christa/legol Phone (Required) 201-224-4600				4 Service Type One box must be checked. Assume none unless noted. 10:30 am Extra charge. *Next Day 10:30 *Next Day 12:00 *Next Day 3:00		5 # of Pkgs 1		6 Weight (LBS) 0.3		7 Packaging One box must be checked Express Envelope <input checked="" type="checkbox"/> Express Pack <input type="checkbox"/> Other Packaging <input type="checkbox"/>	
2 TO (Company) PLEASE PRINT NEATLY Kramer Levin Street Address 1177 AVE. 12 The Americas City NY State NY ZIP CODE (Required) 10036 Attention: (Name/Dept) Alex Mugirov Phone (Required) 212 715 7519 Description 0-522(US) - PAI Assign.				Special Instructions <input type="checkbox"/> Saturday Delivery Extra charge Not available for all services and locations. <input type="checkbox"/> Lab Pack Service Shipment Valuation Shipment Value Protection <input type="checkbox"/> \$.00		8 Service may vary by destination, visit www.dhl-usa.com ABSENT A HIGHER SHIPMENT VALUATION, CARRIER'S LIABILITY IS LIMITED TO \$100 PER SHIPMENT, OR ACTUAL VALUE, WHICHEVER IS LESS. SPECIAL OR CONSEQUENTIAL DAMAGES ARE NOT RECOVERABLE. SEE TERMS AND CONDITIONS ON REVERSE SIDE OF THIS NON-NEGOTIABLE WAYBILL.		9 DHL EXPRESS DHL Worldwide Express, Inc. 1200 South Pine Island Road, Plantation, FL 33324 1 800 Call-DHL			
Sender's Signature C. Del Date 8/13/07		DHL Signature 8/13/07		Payment Details (Credit Card) No. _____ Type _____ Expires _____ Auth. _____		SENDER'S COPY					

Mark Lindsey
17 Academy Road
Morris Plains, NJ
07950

Receipt please - contact

WB: 62199383991

Sender's Ref:
Postcode: 07950
Date: 2007-08-13
Weight: 0.3 lb
CHARGE: \$6.02
Description: DOCUMENTS

Service: EXP
Bill To: SENDER
Parcels: 1/1

EXHIBIT 4

(19) World Intellectual Property
Organization
International Bureau



(43) International Publication Date
2 June 2005 (02.06.2005)

PCT

(10) International Publication Number
WO 2005/049662 A1

- (51) International Patent Classification⁷: C08F 8/42, (74) Agent: PERSLEY, Sidney; 222 Bridge Plaza South, Fort Lee, NJ 07024 (US).
8/40, C09D 11/02
- (21) International Application Number: PCT/US2004/038438
- (22) International Filing Date: 16 November 2004 (16.11.2004)
- (25) Filing Language: English
- (26) Publication Language: English
- (30) Priority Data: 60/520,966 17 November 2003 (17.11.2003) US
- (71) Applicant (for all designated States except US): SUN CHEMICAL CORPORATION [US/US]; 222 Bridge Plaza South, Fort Lee, NJ 07024 (US).
- (72) Inventors; and
- (75) Inventors/Applicants (for US only): MIELKE, Mark, Andreas [DE/US]; 283 Main Street, Ridgefield Park, NJ 07660 (US). MATHEW, Mathew, Charles [GB/US]; 24 Bryand Avenue, Bloomfield, NJ 07003 (US). KEAVENEY, William, P. [US/US]; 520-204 Newark-Pompton Turnpike, Pompton Plains, NJ 07444 (US). CZARNECKI, Richard, John [US/US]; 55 Atherton Court, Wayne, NJ 07470 (US). WILSON, William, Ford [US/US]; 51 Post Avenue, Hawthorne, NJ 07506 (US). LINDSEY, Mark, John [GB/US]; 17 Academy Road, Morris Plains, NJ 07950 (US). ARCURIO, Ralph, Francis [US/US]; 10 Linvale Lane, Bridgewater, NJ 0807 (US).
- (81) Designated States (unless otherwise indicated, for every kind of national protection available): AE, AG, AL, AM, AT, AU, AZ, BA, BB, BG, BR, BW, BY, BZ, CA, CH, CN, CO, CR, CU, CZ, DE, DK, DM, DZ, EC, EE, EG, ES, FI, GB, GD, GE, GH, GM, HR, HU, ID, IL, IN, IS, JP, KE, KG, KP, KR, KZ, LC, LK, LR, LS, LT, LU, LV, MA, MD, MG, MK, MN, MW, MX, MZ, NA, NI, NO, NZ, OM, PG, PH, PL, PT, RO, RU, SC, SD, SE, SG, SK, SL, SY, TJ, TM, TN, TR, TT, TZ, UA, UG, US, UZ, VC, VN, YU, ZA, ZM, ZW.
- (84) Designated States (unless otherwise indicated, for every kind of regional protection available): ARIPO (BW, GH, GM, KE, LS, MW, MZ, NA, SD, SL, SZ, TZ, UG, ZM, ZW), Eurasian (AM, AZ, BY, KG, KZ, MD, RU, TJ, TM), European (AT, BE, BG, CH, CY, CZ, DE, DK, EE, ES, FI, FR, GB, GR, HU, IE, IS, IT, LU, MC, NL, PL, PT, RO, SE, SI, SK, TR), OAPI (BF, BJ, CF, CG, CI, CM, GA, GN, GQ, GW, ML, MR, NE, SN, TD, TG).
- Published:
- with international search report
 - before the expiration of the time limit for amending the claims and to be republished in the event of receipt of amendments
- For two-letter codes and other abbreviations, refer to the "Guidance Notes on Codes and Abbreviations" appearing at the beginning of each regular issue of the PCT Gazette.

(54) Title: REACTIVE HYDROXYLATED AND CARBOXYLATED POLYMERS FOR USE AS ADHESION PROMOTERS

(57) Abstract: A polymer complex is disclosed which is the reaction product of one or more polymers having a terminal or pendant hydroxyl group, or a terminal or pendent-carboxyl group, or combinations thereof, with at least one metal complex and one alkyl phosphate. This polymer complex acts as an adhesion promotion agent as well as a viscosity stabilizer when formulated in a printing ink or coating.



WO 2005/049662 A1

EXHIBIT 5

SUN CHEMICAL CORPORATIONTECHNICAL INFORMATION AGREEMENT

ALL RESEARCH & DEVELOPMENT PERSONNEL

M LINDSEY
Employee's NameG.P.I
Division6/8/98
Date

During the course of your employment by Sun Chemical Corporation ("SUN"), you will necessarily have access to and acquire information regarding trade secrets and proprietary confidential information belonging to SUN. These trade secrets and proprietary confidential information includes, for example, formulae and compositions of matter and processes relating to the manufacture of SUN's products, designs, drawings and blueprints, lists of SUN's customers and suppliers, compositions of matter, methods of manufacture of products under investigation in the laboratories, pilot plants or plants of SUN, information on markets and uses and applications, including customer lists, customer characteristics and requirements, and information on pricing policies and marketing strategies. SUN has acquired this trade secret and proprietary information at great expense and, therefore, takes every reasonable precaution to prevent disclosure of any part of it to unauthorized persons.

This letter, when accepted by you, will evidence your agreement, as part of the consideration of your employment by SUN and other good and valuable consideration which you have received:

1. That you will not, in any manner, either before or after any termination of your employment with SUN, disclose to any person, other than authorized SUN personnel, any of the information which you may acquire, during the period of your employment, with regard to the said trade secrets and proprietary confidential information of SUN; and further, that upon any such termination of your employment with SUN, you will return to SUN all property and documents belonging to SUN, including but not limited to technical reports, market-research reports, files, correspondence, plans, research notebooks, customer lists and planning documents.

2. That any and all inventions, discoveries or improvements made by you during your employment by SUN which relate to or are useful in the business of SUN, will be the exclusive property of SUN, and will be regarded as SUN's trade secrets.
3. That, irrespective of whether your employment by SUN may have terminated, you will sign any and all documents necessary or appropriate to evidence such exclusive ownership in SUN, including, without limitation, patent applications and such documents as shall be necessary or appropriate to permit the expeditious preparation, filing or prosecution of such patent applications, or the issuance of patents thereon.
4. (a) That you will not, anywhere in the United States or Canada, during your employment by SUN, directly or indirectly own, manage, operate, control, serve, be employed by or be connected in any way with any person, firm, corporation, partnership, sole proprietorship or any other entity competitive with SUN.

(b) That you will not, anywhere in the United States or Canada, for a period of one (1) year from the date of termination of your employment with SUN, directly or indirectly, either as owner, manager, employee, consultant or in any other capacity, participate in any way with the technical functions, including but not limited to research and development and technical service, of any person, firm, corporation, partnership, sole proprietorship or any other entity which sells, manufactures, distributes or supplies graphic arts materials including printing inks, pigment compositions, printing plates and/or photographic film for utilization in the graphic arts, except that you may provide such technical services with a diversified company provided that your services relate solely to that part of its business which is unrelated to the sale, manufacture, distribution or supply of graphic arts materials, including printing inks, pigment compositions, printing plates and/or photographic film for utilization in the graphic arts and further provided that, prior to your agreeing to provide such services, SUN receives assurances satisfactory to it from the company that you shall not be required to perform technical functions related to the sale, manufacture, distribution or supply of graphic arts materials, including printing inks, pigment compositions, printing plates and/or photographic film for utilization in the graphic arts.

(c) If you are unable to obtain employment consistent with your training and education solely because of the provisions of subparagraph (b), such provision shall bind you only so long as SUN makes payments to you of an

amount equal to your monthly base pay at termination (exclusive of extra compensation or employee benefits) on or before the fifteenth (15th) day of each month. You will, during each month for which you claim payments, give SUN a detailed written account of your efforts to obtain employment and such account will include a statement by you that, although you conscientiously sought employment, you were unable to obtain it solely because of the provisions of this paragraph. It is understood that SUN shall, at its option, be relieved of making a monthly payment to you for any month during which you have failed to account to SUN as provided for herein.

- (d) You shall be relieved of your agreement as herein set forth if SUN gives you written permission to accept available employment, or gives you a written release from the obligations of subparagraph (b). If you obtain employment following submission of a claim under subparagraph (c), you shall promptly give written notice of such employment to SUN and SUN shall not be required to make any payments to enforce your agreement herein contained. It is understood that SUN may discontinue the aforesaid monthly payments at any time and that the total sum to be paid by SUN shall in no event be any amount greater than the equivalent of twelve (12) such monthly payments.
 - (e) That although you and SUN consider the restrictions in this paragraph to be reasonable, if such restrictions are found by any court having jurisdiction to be overly broad or unreasonable in any respect then, and in each such case, the restrictions herein contained shall nevertheless remain effective, but shall be limited, modified or construed such that they may be considered reasonable by such court, and shall be enforced as so limited, modified or construed.
- 5. That you have represented that you have no agreement with or obligations to others in conflict with this agreement; that your employment is not for any definite period and may be terminated by either party at any time.
 - 6. This agreement and your rights and obligations hereunder may not be assigned or otherwise transferred by you. SUN may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business in connection with which you are employed.
 - 7. The conditions and provisions hereinabove set forth shall be severable, and if any condition or provision or portion

thereof shall be held invalid or unenforceable, then said condition or provision shall not in any manner affect any other condition or provision of this agreement and all other conditions and provisions shall continue in full force and effect.

By signing this letter, you hereby acknowledge that you have read and understood the contents hereof and are in agreement therewith. It is also understood that the agreement evidenced by this letter constitutes the entire agreement between you and SUN, and cannot be changed or modified except in writing by an officer of SUN.

SUN CHEMICAL CORPORATION

By T. W. Witkowski
Thomas W. Witkowski
Vice President

Date _____

ACCEPTED. Receipt of a copy
of this agreement acknowledged.

M. Lindsa
Employee _____
Date 6/8/98